

# **EXHIBIT C**



March 31, 2009

David Apple, M.D.  
2020 Peachtree Road N.W.  
Atlanta, GA 30309-1402

Re: Independent Medical Examinations for  
Bert Bell/Pete Rozelle NFL Player Retirement Plan

APR 23 2009

Dear Dr. Apple:

**RECEIVED**  
APR 23 2009

**NFL PLAYER BENEFITS**

Thank you for agreeing to serve the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Plan") by providing independent medical examinations of Players who seek disability benefits under the Plan. This letter ("Agreement") asks you to agree to provide your services according to certain standards. It is necessary that you agree to these standards, so that the Plan can refer Players to you for independent examinations.

You agree:

1. To complete all necessary tests and examinations no later than ten (10) business days after receiving a request from the Plan to examine a Player.
2. To determine the appropriate testing and examinations for the Player, taking into account the Player's claimed impairments and related conditions, as set forth in the Player's application or as advised by the Plan Office or the Plan's Medical Director.
3. That such tests and examinations shall include, without limitation, an examination of each Player by you personally, for as long as required, as well as any imaging and laboratory testing necessary to accurately evaluate the Player's impairments and conditions.
4. To personally review and evaluate any and all medical records and materials provided to you by the Plan. In the event you receive any materials directly from the Player or a representative of the Player, you will promptly forward a copy of such materials to the Plan.
5. To personally complete the Plan's Physician's Report Form as well as a comprehensive narrative report on each Player that specifies what records and materials you reviewed, what conclusions you reached, what evidence supports those conclusions, and what evidence, if any, supports a contrary conclusion.

6. To provide the Plan, by overnight mail and, upon request, by fax, the completed Physician's Report Form, your narrative report, and any test results no later than ten (10) business days after completing the tests and examinations.
7. To personally respond to any requests by the Plan or its Medical Director for clarification or for further information about the Player's capacities and limitations within ten (10) business days of receiving any such request.
8. To refrain from providing the Player with any form of medical treatment, any recommendation of possible courses of treatment or medications, or any advice about rehabilitation or vocational matters.
9. To avoid any contact or communication with representatives of a Player (including, for example, agents and attorneys), other than for purposes of scheduling tests and examination, and to notify the Plan promptly of any such contact that is attempted.
10. To refuse any requests for information, including records or test results, received from Players or their representatives, and to notify the Plan promptly of such requests.
11. To personally conduct each test and examination, and prepare each report, according to the highest applicable professional standards, without any bias or favoritism for or against any Player.
12. To refrain at all times from publicly discussing or commenting on any aspect of the Plan, its procedures, or any Player, even if you no longer provide services to the Plan. This provision will survive termination of this Agreement.
13. To decline to examine on behalf of the Plan any Player whom you have examined or advised for a different purpose (that is, a purpose other than to evaluate his qualifications for disability benefits under the Plan), and to notify the Plan promptly of such prior services upon receiving a request from the Plan to examine the Player.
14. To notify the Plan immediately in the event a Player does not appear for a scheduled examination or is unable to schedule an examination in sufficient time to meet the deadlines set out above.
15. To retain records of the Player in complete confidence and in accordance with all applicable state and federal privacy requirements and to return such records to the Plan Office six months after the examination.

**DL-00218**

16. To refrain from using the names, logos, or other marks of the NFL, the NFL Players Association, or the Bert Bell/Pete Rozelle NFL Player Retirement Plan or any of the NFL member clubs, or any reproduction of them, in any advertising, commercial, promotion, publicity, marketing, sales materials, or display materials utilized by you (including any materials published on a commercial on-line service, the World Wide Web or successor media).

In consideration for your services under this Agreement, the Plan will pay you a fee for each independent medical examination you conduct at the Plan's direction in the amount previously agreed upon. The Plan also will reimburse you for any testing performed in connection with your independent medical examination. The Plan will provide the payment within ten (10) business days after receiving your completed narrative report and test results.

You agree and understand that you are an independent contractor. You will not be considered an employee of the Plan, its sponsors, or any of its related or affiliated entities for any reason. You specifically agree that the compensation provided to you under this Agreement constitutes adequate consideration for your rejection of any benefits the Plan or its sponsors extend to any of their employees. Further, Plan will not withhold any tax from or pay any taxes with respect to fees or other amounts payable to you. You acknowledge and assume full responsibility and liability for income and employment taxes due with respect to fees received and agree to pay such taxes in a timely manner.

If you agree to the foregoing, please sign below and return this letter to the Plan Office.

Thank you for your cooperation. We look forward to working with you.

Sincerely,



Sarah Gaunt  
Plan Director

**DL-00219**

I have read and understood the foregoing. I agree to meet the standards described above in performing independent medical examinations on behalf of the Plan.

David F. Apple Jr.  
Signature

David F. Apple Jr.  
Physician Name (Please Print)

4-27-09  
Date

**DL-00220**